

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☒ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 500,000

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
SK 221009

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

Plot 40 St Mary's Development, Woodbridge Road, Ipswich, Suffolk together with the dwellinghouse erected thereon or on some part or parts thereof ("the Property")

Postal address: []

The Property is defined: *Place "X" in the appropriate box.*

☒ on the attached plan and shown edged red *State reference e.g. "edged red".*

☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date

6. Transferor *Give full name(s) and company's registered number, if any.*
Hopkins Homes Limited (company registration number 02875798)

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

- ☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.* Two Hundred and Seventy Nine Thousand, Nine Hundred and Ninety Five (£279,995.00)
- ☐ Insert other receipt as appropriate.
- ☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants
- ☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- ☐ The Transferees are to hold the Property Complete as necessary.

13. Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

13.1 In this transfer the following definitions apply unless the context requires otherwise:

- 13.1.1 "Amenity Lands" means the lands comprised within the Transferor's Development shown with intermittent and dashed blue cross hatching on Plan 2 (subject to such variations as the Transferor shall consider reasonable).
- 13.1.2 "Conducting Media" means sewers, drains, watercourses, soakaways, gutters, pipes, wires, cables and meters.
- 13.1.3 "Deed of Covenant" means a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 9 (mutatis mutandis).
- 13.1.4 "dwellings" means all the flats, houses and other forms of dwelling unit on the Transferor's Development.
- 13.1.5 "handover date" means the date of completion of the transfer to the Management Company referred to in clause 14.3.
- 13.1.6 "Joint Accessways" means the access drives (if any) shown by black diagonal cross hatching on the plan and by pink diagonal cross hatching on Plan 2 serving jointly the Property and the other parts of the Transferor's Development.
- 13.1.7 "Joint Footpaths" means the footpaths (if any) shown by black square cross hatching on the plan and by pink square cross hatching on Plan 2 serving jointly the Property and the other parts of the Transferor's

Development.

- 13.1.8 "Maintenance Charge" means the amounts referred to in Schedule 8.
- 13.1.9 "Maintenance Charge Covenants" means the covenants on the part of the Transferee set out in Schedule 4.
- 13.1.10 "Maintenance Expenses" means the amount of the costs and expenses incurred by the Transferor or the Management Company specified in Schedule 7.
- 13.1.11 "Management Company" means St Mary's (Ipswich) Management Company Limited whose registered office is at Belcon House Essex Road Hoddesdon Hertfordshire EN11 0DR.
- 13.1.12 "Management Covenants" means the covenants set out in Schedule 5.
- 13.1.13 "perpetuity period" means the period of 80 years from 1 January 2002 which is the perpetuity period for this transfer.
- 13.1.14 "plan" means the plan attached to this transfer and numbered 1.
- 13.1.15 "Plan 2" means the plan attached to this transfer and numbered 2.
- 13.1.16 "Property" means the property transferred as referred to in panel 4 and each and every part of it.
- 13.1.17 "Public Bodies" means all local and statutory authorities and bodies (including the Highways Authority) and all suppliers of utility services.
- 13.1.18 "Services" means the services set out in Schedule 6.
- 13.1.19 "Transferor's Development" means all the land now or previously in the title out of which the Property is transferred.
- 13.2 The Property is transferred together in common with others entitled thereto with the rights set out in Schedule 1 but except and reserved unto the Transferor and its successors for the benefit of the remainder of the Transferor's Development and any other land adjoining or adjacent to the Transferor's Development which is now in the Transferor's ownership or which may come into the Transferor's ownership within the perpetuity period the rights set out in Schedule 2 and together with and subject to all matters contained or referred to in Title Number SK221009.
- 13.3 With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that he will at all times after today's date observe and perform such of the covenants (if any) contained or referred to in the Charges Register of the title out of which the Property is transferred as affect the Property and will keep the Transferor fully indemnified in respect of any future breach.
- 13.4 The Transferee covenants with the Transferor for the benefit of the remainder of the Transferor's Development and each and every part thereof to the intent so as to bind the Property into whosoever hands the same may come but not so as to render the Transferee personally liable in damages for any breach of covenant of a restrictive nature after he shall have parted with all interest in the Property provided he shall have complied with his obligations contained in paragraphs 12 to 15 inclusive of Schedule 3 that the Transferee will observe and perform the stipulations and restrictions set out in Schedule 3 and 4.
- 13.5 It is declared by the parties that the Transferor shall be at liberty to modify, waive, release or give consents and approvals under all or any covenants, restrictions or stipulations imposed by the Transferor relating to other parts of the Transferor's Development whether imposed or entered into before, at the same time as or after the date of this transfer and that nothing herein contained shall be deemed to create a building scheme or prevent the Transferor from transferring, selling, leasing or holding any part of the remainder of the Transferor's Development free from any or all of the said covenants, restrictions, or stipulations and either subject or not to different covenants, stipulations or restrictions.

- 13.6 It is hereby declared that:
- 13.6.1 Subject as otherwise herein provided all matters and things intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and any adjoining land in the Transferor's Development (including any Joint Accessways, Joint Footpaths, visitors parking spaces, joint drains and sewers and other joint Conducting Media, house/garage walls and boundary walls and fences other than those walls or fences marked with a "T" on the plan, chimney stacks, flues, rainwater goods and including any "party structures", "party walls" and "party fence walls" within the meaning of the Party Wall etc. Act 1996) shall at all times be maintained and repaired at the joint and proportionate expense of the owners for the time being of the respective properties expressly entitled to use the same.
- 13.6.2 Any eaves, gutters, downpipes, television aerials, satellite dishes, flues and footings overhanging or built upon the Property in accordance with paragraph 6 of Schedule 2 are expressly excluded from this transfer.
- 13.6.3 The Transferee and his successors in title shall not be entitled to any easement or right of light or air or otherwise (except as by this transfer expressly granted) which would or might interfere with any adjoining or neighbouring land for building or other purposes.
- 13.6.4 The provisions of Section 6 of the Party Wall etc. Act 1996 shall not need to be observed by the Transferor before it carries out any works after today's date in connection with the construction of any dwelling or ancillary building or the carrying out of any other works on any land adjoining, adjacent or nearby to the Property or on any other land and to the intent that the rights reserved in this transfer to the Transferor shall override the said Act and such rights can be enjoyed without serving notices and going through the procedures in the said Act.
- 13.6.5 The Transferor shall not in any way be bound by the layout or general scheme of development on the Transferor's Development shown on any plan at any time prepared in regard thereto.
- 13.6.6 Any colours shown on Plan 2 which are not referred to in this transfer are of no relevance and should not be taken into account in the interpretation of this transfer.
- 13.6.7 The parties do not intend that any of the terms of this transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person not a party to it.
- 13.7 In this transfer where the context so admits:
- 13.7.1 Words importing the singular number only include the plural number and vice versa, words importing the masculine gender only include the feminine gender and reference to "the Transferor", "the Management Company" and "the Transferee" shall include their respective successors in title and in the case of the Transferor includes the person or body (such as the Management Company) for the time being entitled to the freehold of the Amenity Lands.
- 13.7.2 Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally.
- 13.8 The Transferor hereby covenants with the Transferee that it will make up and complete the roads and/or footpaths on the Transferor's Development serving the Property which are intended to be adopted as highways maintainable at the public expense including those (if any) shown hatched green on the Plan 2 and the drains and sewers on the Transferor's Development which are intended or required to be adopted to the satisfaction of the relevant highway or drainage authority and will maintain the said roads, drains, sewers and footpaths until the same are taken over by the relevant authority and will indemnify the Transferee against all costs, charges and expenses in respect thereof.
- 13.9 The Transferor hereby covenants with the Transferee that it will make up and complete the Amenity Lands in so far as such works are required in the laying out of the Transferor's Development in accordance with the relevant planning consent.
- 13.10 The Transferor hereby covenants with the Transferee that in respect of any dwellings on the Transferor's Development that it has not disposed of at the time a Maintenance Charge demand is made of the Transferee it will

pay the Maintenance Charge in respect of such dwellings until the date it disposes of them by way of lease, transfer or otherwise.

14. It is hereby agreed between the parties that:

14.1 In laying out the Transferor's Development the Transferor has provisionally set aside the Amenity Lands for the communal use of the owners and occupiers of all the dwellings on the Transferor's Development.

14.2 It is the Transferor's intention that all costs and expenses incurred or to be incurred in managing, maintaining, repairing, renewing and upholding the Amenity Lands shall be divided equally between the owners of all the dwellings to be constructed on the Transferor's Development.

14.3 It is also the Transferor's intention that after completion of the sale of the last of the dwellings on the Transferor's Development the freehold of the Amenity Lands is to be transferred by the Transferor to the Management Company.

14.4 The Transferor and the Transferee have agreed to enter into this transfer on the express understanding that this transfer is entered into pursuant to and on the footing of the scheme of development referred to in this clause.

15.

15.1 The Transferee covenants with the Transferor and separately with the Management Company that the Transferee will observe and perform the Maintenance Charge Covenants.

15.2 The Management Company covenants with the Transferee to observe and perform the Management Covenants.

16.

16.1 It is hereby agreed and declared that no transfer of the Property or any part of it shall be registered at H.M. Land Registry unless and until the transferee shall have entered into a Deed of Covenant at the Transferee's expense with the Transferor or (after the handover date) with the Management Company and the Transferor or the Management Company (as the case may be) shall have given its consent to the registration of such transfer.

16.2 The Transferor and the Management Company hereby agree that upon any transferee of the Property entering into a Deed of Covenant the Transferor or the Management Company (as the case may be) will consent to the registration of the transfer in favour of such transferee.

16.3 The parties to this transfer hereby apply to the Chief Land Registrar for a restriction to be entered onto the registered title to the Property in the following form:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed on behalf of St Mary's Ipswich Management Company Limited of Belcon House Essex Road Hoddesdon Hertfordshire EN11 0DR by its secretary or conveyancer that the provisions of paragraph 12 of Schedule 3 of a Transfer dated [] made between Hopkins Homes Limited (1) and [] (2) and [] (3) have been complied with."

17. The parties to this transfer hereby further apply to the Chief Land Registrar at H.M. Land Registry to note upon the registered title of the Property all such matters hereby contained or referred to as are capable of registration.

SCHEDULE 1

(Rights with the benefit of which the Property is transferred)

1. A right of way at all times and for all usual and reasonable purposes over the estate roads and footpaths included in the

Transferor's Development which are intended to be adopted as highways maintainable at public expense.

2. A right to the free and uninterrupted passage of water and soil, gas and electricity and other services from and to the property through all Conducting Media which now are or shall before the expiration of the perpetuity period be laid or placed in under or over any other part of the Transferor's Development.
3. A right of access as is reasonably necessary over the adjoining land comprised in the Transferor's Development (other than any parts as have been built upon) at reasonable times in the daytime and on giving reasonable notice to the occupiers of such adjoining land for the purpose of cleaning, redecorating, maintaining or repairing any buildings which are now on the Property or for the purpose of inspecting, maintaining or repairing any Conducting Media causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused without delay.
4. All such rights of support from other parts of the Transferor's Development as may be required to ensure the stability of any buildings which are now or at any time within the perpetuity period shall be erected on the Property.
5. A right to retain any eaves, gutters, downpipes, television aerials, satellite dishes and flues belonging to any building on the Property so as to overhang any adjoining land comprised within the Transferor's Development and to retain the footings of any such building partially upon any adjoining land.
6. A right to the free passage of air through any ventilators or flues in the walls of any buildings on the Property and rights of light and air to any windows in the walls of any buildings thereon and the right to open the same but not so as to interfere with any adjoining or neighbouring land for building or other purposes.
7. A right of way in the case of the Joint Accessways with or without vehicles and in the case of the Joint Footpaths on foot only over and along such parts of the Joint Accessways and Joint Footpaths (if any) as are outside the boundaries of the Property and over which these rights are reasonably necessary to pass to and from the Property.
8. A right in common with all others entitled to the like right:
 - 8.1 to use for quiet recreation purposes such parts of the Amenity Lands (if any) which are capable of being put to such use.
 - 8.2 to use any communal parking spaces within the Amenity Lands shown marked "V" on the plan or on Plan 2 for the temporary parking of one roadworthy private motor vehicle on each such space by persons visiting the Property.
 - 8.3 to use any bin stores from time to time provided within the Amenity Lands to dispose of rubbish.
 - 8.4 to pass and repass with or without vehicles over such of the access drives and footpaths within the Amenity Lands as are reasonably necessary to obtain access to and egress from the Property.

Subject in each case to all regulations from time to time made by the Transferor or the Management Company and subject also to the persons exercising any such rights paying the Maintenance Charge.

Provided that none of the rights set out in this Schedule other than those contained in paragraph 2 shall apply to or be exercised over any electricity sub-station site or sites or gas governor sites or pumping station or balancing pond site or sites included in the Transferor's Development.

Provided also that the rights contained in paragraphs 2 and 7 of this Schedule shall be subject to the Transferee contributing as referred to in clause 13.6.1 a proportionate part of the costs of maintaining and repairing the matters referred to in those paragraphs.

SCHEDULE 2

(Rights and reservations subject to which the Property is transferred)

There are excepted and reserved to the Transferor and its successors in title, the owner or owners of all or any part of the Transferor's Development (other than the Property) and any other land adjoining or adjacent to the Transferor's Development which is now in the Transferor's ownership or which may come into the Transferor's ownership within the perpetuity period and all other persons entitled thereto including but without prejudice to the generality of the foregoing the Management Company and all Public Bodies the following rights:

1. A right to the free and uninterrupted passage of water and soil, gas and electricity and other services from and to any part of the Transferor's Development through all such Conducting Media as now are or shall before the expiration of the perpetuity period be laid or placed in, under or over any part of the Property and the right within the perpetuity period to place and retain on the Property any street name plate, light column or street lighting installation which may be required by any of the Public Bodies.
2. A right to enter upon the Property for the purpose of installing, making, laying, connecting to, maintaining, repairing, reinstating and inspecting any Conducting Media and any roads, footpaths, access drives, street name plates, light columns and/or street lighting installations in, on, under or over the Property or the land adjoining the same or of planting in accordance with requirements of the Public Bodies causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused.
3. A right of access over the Property as is reasonably necessary for the owners or occupiers for the time being of any land comprised in the Transferor's Development adjoining the Property at reasonable times in the daytime and on giving reasonable notice to the occupier of the Property for the purposes of cleaning, redecorating, maintaining or repairing any buildings which are now or may within the perpetuity period be erected on any adjoining land causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused without delay.
4. A right within five years from the date hereof to enter onto the Property for any purpose (including the erection and removal of scaffolding) in connection with the construction of any dwelling or ancillary building or the carrying out of any other work ancillary to such construction on any land adjoining or adjacent to the Property and the right to build on to any wall of any building which abuts upon the boundary of the Property in accordance with the layout shown on the plan causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused.
5. All such rights of support as may be required from the Property to ensure the stability of any buildings which are now or at any time within the perpetuity period may be erected on any adjoining parts of the Transferor's Development.
6. A right to construct and retain any eaves, gutters, downpipes, television aerials, satellite dishes and flues belonging to any buildings on any adjoining land comprised in the Transferor's Development so as to overhang the Property and to construct and retain the footings of any such buildings partially upon the Property.
7. A right to the free passage of air through any ventilators or flues which may now or at any time within the perpetuity period may be constructed in the walls of any buildings erected on any adjoining land comprised in the Transferor's Development and rights of light and air to any windows which may now or at any time within the perpetuity period may be constructed in the walls of any buildings erected on any adjoining land and the right to open the same.
8. All easements, rights and other matters which may be required by the Public Bodies as if the standard form in use by them at the date of this Transfer was incorporated herein so far as relevant and mutatis mutandis.
9. A right of way in the case of the Joint Accessways with or without vehicles and in the case of Joint Footpaths on foot only over and along such parts of the Joint Accessways and Joint Footpaths (if any) as are within the boundaries of the Property and over which these rights are reasonably necessary to pass to and from other parts of the Transferor's Development.

SCHEDULE 3

(Particulars of covenants on the part of the Transferee)

1. Not to use or suffer to be used the Property for any purpose other than as one private dwellinghouse with or without a garage or garages and other usual outbuildings and no part of the Property shall at any time be used for any purposes other than those relating to private residences or for purposes ancillary thereto and no trade, manufacture, business or profession shall be carried on from or at the Property and the garage or garages (if any) shall not be used other than for the parking of private motor vehicles and any purpose ancillary thereto and no buildings shall be erected on the Property other than one private dwellinghouse with or without a garage or garages (whether integral or not) and other usual outbuildings.

2. Not to do or allow to be done or not done (as the case may be) anything on the Property which is or may grow to be a nuisance, annoyance or inconvenience to the Transferor or its successors in title or the owner or occupier of any adjoining or neighbouring land or which may tend to depreciate or lessen the value of the Transferor's Development or any part thereof.
3. No gate, fence, wall or other permanent means of enclosure (other than any which may have been constructed by the Transferor at the time of the construction of the dwellinghouse erected on the property) shall be constructed nor shall any caravan, boat, commercial vehicle or trailer be parked between any dwellinghouse on the Property and any road or path to which it has a frontage or return flank frontage.
4. Not to maim, injure or remove any tree or shrub planted by the Transferor in accordance with any condition contained in any planning consent relating to the Property or in accordance with any planting or landscaping scheme and at his own expense to replace any such tree or shrub which may die in accordance with the terms of such condition,
5. Not within 5 years from today's date to paint or varnish the exterior of any building on the Property or the doors or windows thereof in any colour or colours other than the colours which shall have been used by the Transferor in painting such building at the time of its construction.
6. Not within 5 years from today's date to erect or construct any buildings or structures on any part or parts of the Property and not to make any external alterations or additions to the building(s) or structure(s) now constructed or erected on any part or parts of the Property or to alter or remove any screen, wall or fence thereon until plans, sections, elevations and specifications thereof have been submitted to and approved by the Transferor provided that on any such application for approval the Transferee shall pay to the Transferor a fee of £100 plus value added tax for considering such application whether or not the approval of the Transferor to such application shall be given.
7. Not to affix or display on the Property or any part thereof any placard, poster, sign or advertisement whatsoever including for a period of 12 months from today's date any for sale or letting notices.
8. No building, wall, fence or structure shall be erected on or over the Property within 4.5 metres measured horizontally from the centre line of any drain or sewer which is now or which shall before the expiration of the perpetuity period be laid in, on or under the Property or on the Transferor's Development which is adopted or intended or required to be adopted or is the subject of or is required or intended to be the subject of an Agreement under Section 104 of the Water Industry Act 1991 or any statutory provision amending, re-enacting or having similar effect to the same without the written consent of the relevant drainage authority having jurisdiction in that respect from time to time nor that access to any such sewer or drain on foot and with any necessary vehicles, plant or equipment shall be obstructed.
9. Not to use the Property or any part thereof or permit the same to be used to provide access or services to any land other than land comprised in the Transferor's Development and/or any other land adjoining or adjacent to the Transferor's Development which is now in the Transferor's ownership or which may come into the Transferor's ownership within the perpetuity period.
10. Not to obstruct in any way at any time any of the estate roads or footpaths on the Transferor's Development or any Joint Accessways or Joint Footpaths (whether by the parking of any vehicle thereon or otherwise) nor to obstruct any ventilators or flues constructed in the walls of any buildings erected on any adjoining land comprised in the Transferor's Development.
11. Not to erect or construct any fence, wall or other structure whether of a temporary or permanent nature on such part (if any) of the Property as is shown by stippling on the plan nor to plant thereon any plant, shrub, bush or tree which shall have a height in excess of 600mm nor permit any plant, shrub, bush or tree in or over such land to grow to a height in excess of 600mm.
12. Not to sell, transfer or dispose of the Property without contemporaneously procuring that the new owner or owners enter into a Deed of Covenant and not to apply for the registration of any transfer of the Property at H.M. Land Registry until a Deed of Covenant shall have been completed by the transferee and delivered to the Company as therein defined.
13. Not to sell, transfer or dispose of the Property without contemporaneously transferring all rights attaching to the Transferee's membership of the Management Company to the new owner or owners.
14. Not to sell, transfer or dispose of the Property except to a person who has at the date of such sale, transfer or disposal

applied to become a member of the Management Company with the intention that the owner or owners for the time being of the Property shall at all times be members of the Management Company.

15. Not to sell, transfer or dispose of the Property without contemporaneously procuring that the new owner or owners of the Property will (if so required by the Management Company) become a Company Director and/or a Company Secretary (as the case may be) of the Management Company.
16. Not to keep or otherwise possess at the Property any animal, bird or livestock other than usual domestic pets and not to breed at the Property any animal, bird or livestock.
17. Not to place or erect on the dwellinghouse or garage (if any) erected on the Property or on any garden area of the Property any television or radio aerial or satellite dish or other similar structure unless the size, type and positioning thereof shall have previously been approved in writing by the Transferor.
18. That so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property.
19. To grant such further rights and easements to and/or enter into such covenants as shall be required by the Public Bodies in respect of any Conducting Media in, under or over or through the Property in such form as they may normally require and to join in as landowner in any Agreement for the adoption thereof as may be required.
20. From the date of erection by the Transferor of the fences or walls on such (if any) of the boundaries to the Property as are marked "T" within the boundary on the plan the Transferee shall forever thereafter maintain the same or good and sufficient fences or walls of the same or a superior character in place thereof and shall not allow the same to fall into disrepair or exist otherwise than as aforesaid.
21. To comply with the terms and provisions of any tree preservation order affecting the Property.
22. Not to carry out any repairs to any vehicles other than a roadworthy private motor vehicle and then only in the garage or on the parking space (if any) forming part of the Property and in respect of repairs carried out on a parking space to ensure that such private motor vehicle is repaired as quickly as possible.
23. Not to do anything which may invalidate any employer's and/or public liability insurance effected by the Transferor in relation to the Transferor's Development.
24. Not to use the parking space (if any) forming part of the Property otherwise than for the parking of one private motor vehicle only (properly taxed and roadworthy) and not for the parking of caravans, boats, commercial vehicles or trailers.

SCHEDULE 4

(The Maintenance Charge Covenants)

1. To pay the Maintenance Charge free of all deductions whatsoever by direct debit or otherwise as the Transferor or the Management Company shall prescribe in advance from and after the date hereof on demand by the Management Company to the Management Company unless directed otherwise by the Transferor.
- 2.1 Not to do or permit to be done on the Amenity Lands or any part thereof any act or thing which may cause or become a nuisance, damage or annoyance to the Management Company.
- 2.2 Not to allow animals, birds or reptiles upon the Amenity Lands other than usual domestic pets.
- 2.3 To keep all dogs on leads whilst on the Amenity Lands and not to allow fouling of the Amenity Lands.
- 2.4 Not to erect or allow to be erected any building or other structures on the Amenity Lands.

- 2.5 Not to park or ride or allow to be parked or ridden any motor vehicle, pedal cycle, skateboard or similar on the Amenity Lands other than on those areas from time to time specifically designated by the Management Company as appropriate for such use.
- 2.6 Not to place or allow to be placed any caravan, boat, lorry, trailer or other such vehicle on the Amenity Lands.
- 2.7 Not to remove or damage in any way any fence, wall, gate, bench or other item placed upon the Amenity Lands by the Transferor or the Management Company.
- 2.8 Not to harm or damage in any way any tree or other plant planted on the Amenity Lands by the Transferor or the Management Company and in particular not to climb any such tree or construct any tree houses in any such tree or hang swings from any such tree and not permit any member of the Transferee's family to do so.
- 2.9 Not to erect or allow to be erected any advertisement, sign, board or hoarding upon the Amenity Lands.
- 2.10 Not to obstruct or allow to be obstructed any part of the Amenity Lands.
- 2.11 Not to camp or allow any camping or overnight sleeping on the Amenity Lands.
- 2.12 Not to light or allow the lighting of any fires, barbecue or other combustible devices upon the Amenity Lands.
- 2.13 Not to play or allow any ball games to be played upon the Amenity Lands other than on any area from time to time designated by the Management Company for such use.
- 2.14 Not to play or allow to be played any music or other noise to be made upon the Amenity Lands.
- 2.15 Not to hold or allow any parties or other gathering to be held upon the Amenity Lands.
- 2.16 Not to tip or litter or allow to be tipped or littered any refuse or waste of any nature upon the Amenity Lands.
- 2.17 Not to do anything which may invalidate any employer's public liability insurance effected by the Management Company in relation to the Transferor's Development.
- 2.18 Not to breach any terms and provisions of any tree preservation order affecting the Amenity Lands.
- 2.19 To observe and comply with such further regulations as the Transferor or the Management Company may make from time to time for the management, maintenance and use of the Amenity Lands.
- 3 To become a member of the Management Company and (if so required by the Management Company) to become a company director and/or the company secretary (as the case may be) of the Management Company.
- 4 That so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property.
- 5 On any sale, transfer or disposal of the Property to procure contemporaneously that the new owner or owners of the Property enters into a Deed of Covenant.
- 6 On any sale, transfer or disposal of the Property to resign contemporaneously from and transfer and dispose of all rights attaching to his membership of the Management Company to the new owner or owners.
- 7 On any sale, transfer or disposal of the Property to procure that the new owner or owners of the Property have at the date of such sale, transfer or disposal applied to become a member of the Management Company with the intention that the owner or owners for the time being of the Property at all times shall be members of the Management Company.
- 8 On any sale, transfer or disposal of the Property to procure contemporaneously that the new owner or owners of the Property will (if so required by the Management Company) become a company director and/or the company secretary (as the case may be) of the Management Company.

SCHEDULE 5

(The Management Covenants)

1. Subject to the payment of the Maintenance Charge to provide such of the Services as the Transferor or the Management Company shall from time to time deem appropriate in accordance with the principles of good estate management PROVIDED that notwithstanding anything contained in this Transfer neither the Transferor nor the Management Company shall be liable to the Transferee for nor shall the Transferee have any claim against the Transferor or the Management Company in respect of:
 - 1.1 Any interruption in any of the Services by reason of inspection, repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, explosion, water, Act of God or by reason of mechanical or other breakdown or frost or other inclement condition or shortage of materials or labour or by reason of any other cause beyond the Transferor's or the Management Company's control.
 - 1.2 Any act, omission or negligence of any servant or agent of the Transferor or the Management Company in or about the performance or purported performance of any of the Services.
 - 1.3 Any act or default of any other owner or occupier on the Transferor's Development or defective work stoppage or breakage of any appliances, apparatus or machinery in or connected with or used for the benefit of the Property or the Transferor's Development.
2. To procure that every purchaser to whom the Transferor shall hereafter transfer or lease any dwelling shall enter into covenants substantially in the same form as the Maintenance Charge Covenants.
3. So far as it is able at the written consent of the Transferee to enforce the covenants similar to the Maintenance Charge Covenants entered into by the owners for the time being of the other dwellings subject to the Transferee at all times keeping the Management Company indemnified on demand against all costs and expenses incurred in or arising out of any action taken by the Management Company as a result of such request and paying such sums on demand on account of such costs and expenses as the Management Company may require from time to time.

SCHEDULE 6

(The Services)

1. To provide the following services in respect of the Amenity Lands:
 - 1.1 Maintain the Amenity Lands in accordance with a scheme determined by the Transferor or the Management Company.
 - 1.2 Maintain properly repaired, renewed, replaced and cleansed:
 - 1.2.1 any parking spaces, accessways, footpaths and any other hard landscaping areas which form part of the Amenity Lands and which are not maintained at the public expense.
 - 1.2.2 any boundary walls or fences on the Amenity Lands belonging to the Transferor's Development (whether on the boundaries or otherwise).
 - 1.2.3 any sewage pumps included within the Amenity Lands including all mechanical and other apparatus and the outlet pipes or drains connecting the same to the public sewer.
 - 1.2.4 any gates, pillars and posts within the Transferor's Development including any such gates which shall be electrically operated.
 - 1.3 Make such regulations (if any) as the Transferor or the Management Company may in its absolute discretion consider necessary and desirable to enable the owners and occupiers of all the dwellings on the Transferor's Development to enjoy the Amenity Lands and the facilities situate therein.
 - 1.4 Pay all charges (including the cost of replacement installations and the supply of electricity) incurred in connection with any lighting apparatus, electrically operated gates, sewage pumps and other facilities from time to time installed

on the Amenity Lands.

- 1.5 Insure the Amenity Lands and any facilities situate thereon against such risks as the Transferor or the Management Company deems desirable.
 - 1.6 Pay any general rates, taxes and other outgoings payable in respect of the Amenity Lands and any facilities situate therein and arrange for the collection and disposal of rubbish from any bin stores which may from time to time be provided within the Amenity Lands except where the facilities provided do not require this to be done.
 - 1.7 The employment and maintaining of such staff, agents and advisers including managing agents and chartered accountants as may be required to attend to the care and management of the Amenity Lands and any facilities situate therein and the fulfilment of the Transferor's or the Management Company's obligations and responsibilities under this transfer including the provision of statements of account to the Transferee and the owners of other dwellings on the Transferor's Development.
2. To provide any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all the dwellings including a "Sinking Fund" if the Transferor or the Management Company requires one.

SCHEDULE 7 (The Maintenance Expenses)

1. All such sums as are expended by the Transferor or the Management Company in or incidental to:
 - 1.1 the management and administration of the Management Company.
 - 1.2 managing, insuring, maintaining, upholding, cleansing, repairing and renewing the Amenity Lands and any facilities situate therein.
 - 1.3 carrying out its obligations and providing the Services as referred to in the Management Covenants save in respect of the services referred to in paragraph 3 of Schedule 5.
 - 1.4 performing and observing all obligations entered into by it for the benefit of the owners and occupiers of all the dwellings on the Transferor's Development.
 - 1.5 creating such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may in its absolute discretion (acting reasonably) determine.
 - 1.6 any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all of the dwellings.
2. Such other expenses as the Management Company may incur in the exercise of any of the objectives set out in its Memorandum of Association.
3. The costs of administration and management of the Services and all other services referred to in this Schedule and the costs of calculating, certifying and collection of all such sums as are herein referred to.
4. Paying general rates, taxes and other outgoings payable in respect of the Amenity Lands.

SCHEDULE 8 (The Maintenance Charge)

1. The Maintenance Charge payable by the Transferee shall be an equal share per dwelling (be it a house, flat or other form of dwelling unit) with all other owners of a dwelling on the Transferor's Development of the Maintenance Expenses provided that the Transferor or the Management Company shall have power reasonably to vary such proportion in consequence of any alteration or addition to the Transferor's Development or any other relevant circumstances.

2. The amount of the Maintenance Charge payable by the Transferee shall be such proportion as is referred to in paragraph 1 of this Schedule of the estimated amount of the total costs and expenses to be incurred in the next following period of not more than a year of the Maintenance Expenses due allowance being made for any surplus remaining from any previous payments and due addition being made for any previous deficit.
3. Such estimate shall be certified by accountants or managing agents engaged or employed by the Transferor or the Management Company whose certificate shall be final and binding on both parties.
4. The amount of the Maintenance Charge payable by the Transferee shall be paid within 28 days of demand failing which interest at the rate of 4% per annum above the HSBC Bank Plc base rate from time to time shall be payable thereon or on any part unpaid from demand until payment.
5. As soon as practicable after the end of each accounting year accountants or managing agents engaged or employed by the Transferor or the Management Company shall determine and certify the amount by which the estimate referred to in paragraph 2 of this Schedule shall have been exceeded or fallen short of the actual expenditure in the accounting year and the Transferee shall be entitled to a copy of this certificate at the expense of the Transferor or the Management Company.
6. Any sums collected by way of a reserve fund or funds shall be held by the Transferor or the Management Company until expended upon trust for the Transferee and the owners of all other dwellings on the Transferor's Development.

SCHEDULE 9 (Deed of Covenant)

THIS DEED OF COVENANT is made the day of

BETWEEN (1) [] of [] ("the Transferee") and (2) [Management Company] Limited whose registered offices is situate at [] ("the Company")

WHEREAS

- (1) By a Transfer dated ("the Original Transfer") Hopkins Homes Limited transferred to [] ("the Original Purchaser") the freehold property known as [] ("the Premises") and the Original Transfer contained a covenant on the part of the Original Purchaser for himself and his successors in title not to sell, transfer or dispose of the Premises without contemporaneously procuring that the new owner or owners thereof enters into a Deed of Covenant in the form of these presents (mutatis mutandis)
- (2) The freehold interest in the Premises is presently vested in the names of [] and is registered at H.M. Land Registry under title number [].
- (3) The Transferee has contracted with the said [] for the purchase of the freehold interest in the Premises.
- (4) The consent of the Company is required before the transfer of the Premises in favour of the Transferee can be registered at H.M. Land Registry.

OPERATIVE PROVISIONS

1. The Transferee hereby covenants with the Company as follows:-
 - 1.1 To observe and perform all the covenants and stipulations on the part of the Original Transferee contained in clauses 13.4 and 15.1 and Schedules 3 and 4 in the Original Transfer.
 - 1.2 On any sale, transfer or other disposal of the Premises to procure that the new owner or owners thereof enters into a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 9 of the Original Transfer (mutatis mutandis).
 - 1.3 On any sale, transfer or other disposal of the Premises to resign contemporaneously from and transfer and dispose of

all rights attaching to his membership of the Company to the new owner or owners.

- 1.4 On any sale, transfer or other disposal of the Premises to procure that the new owner or owners of the Premises have at the date of such sale, transfer or other disposal applied to become a member of the Company with the intention that the owner or owners for the time being of the Premises at all time shall be members of the Company.
- 1.5 On any sale, transfer or other disposal of the Premises to procure contemporaneously that the new owner or owners of the Premises will (if so required by the Company) become a company director and/or the company secretary (as the case may be) of the Company.
- 1.6 To pay to the Company or its solicitors their proper costs in respect of the preparation and completion of these presents and any stamp duty payable thereon.

2. The parties acknowledge that:

- 2.1 The Transferee has applied to become a member of the Company and
- 2.2 [The Transferee has applied to become a company director and/or the company secretary of the Company.]

OR

- 2.2 [The Company certifies that the Transferee is not required to apply to become a company director and/or the company secretary of the Company.]

3. The Company hereby consents to the registration of the transfer of the Premises in favour of the Transferee at H.M. Land Registry.
4. The Transferee and the Company hereby agree that no transfer of the Premises by the Transferee shall be registered at H.M. Land Registry without the consent of the Company or its successors in title and hereby apply to the Chief Land Registrar for a restriction to be entered onto the registered title to the Premises in the following form:

“ No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed on behalf of St Mary’s Ipswich Management Company Limited of Belcon House Essex Road Hoddesdon Hertfordshire EN11 0DR by its secretary or solicitor that the provisions of paragraph 12 of Schedule 3 of a Transfer dated [] made between Hopkins Homes Limited (1) and [] (2) and [] (3) have been complied with.”

5. In this deed where the context so admits:

- 5.1 Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to “the Company” and “the Transferee” shall include their respective successors in title.
- 5.2 Where there are two or more persons included in the expression “the Transferee” covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally.

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

NOTE: If a Deed of Covenant has to be entered into before the handover date the Transferor will be a party thereto as well as the Management Company and the Transferee will covenant as above with the Transferor and the Management Company.

14. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

SIGNED as a deed by HOPKINS HOMES LIMITED acting
by a director and its secretary or by two directors

Director

Director / Secretary

SIGNED as a deed by ST MARY'S (IPSWICH)
MANAGEMENT COMPANY LIMITED
acting by a director and its secretary or by two directors

Director

Director / Secretary

Signed as a deed by in the presence of:

Sign here

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Signed as a deed by [] in the *Sign here*
presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: